



ADDENDUM NO. 1

April 25, 2013

TO: All Prospective Bidders
SUBJECT: BID NO.: 8082-0/19
TITLE: Liquid Carbon Dioxide
BID OPENING DATE: Wednesday, May 1, 2013, 2:00 PM

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

Remove page 2 from the bid solicitation and insert page 2a.

All terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Miami-Dade County

Herman Ramsey
Herman Ramsey
Procurement Contracting Officer

cc: Clerk of the Board

**SECTION 2 SPECIAL CONDITIONS
LIQUID CARBON DIOXIDE**

- 1) Provide a current letter (within the last 12 months from bid submission) from the manufacturer, stating that the bidder is an authorized distributor. This letter must be signed and presented on the manufacturers' letterhead with the contact person name and phone number.

Third party bidders (reseller or broker) will not be considered qualified.

- b) Bidders shall provide an American National Standards Institute/National Science Foundation Standard 60 Certification (ANSI/NSF Standard 60 Certification) for Drinking Water Treatment Chemicals.
- c) Bidders shall provide a Certification by the manufacturer of the Carbon Dioxide that the material meets the requirements of American Water Works Association (AWWA) Standard B510-95 and FAC 62-555.
- d) Bidders shall provide a Certification of Analysis supplied by the manufacturer of the material.
- e) Bidders shall provide a Material Safety Data sheets as supplied by the manufacturer.

The liquid carbon dioxide must be clearly identified on the offer submittal page as to the product manufacturer and shipping point, as requested, in order to be eligible for award. Use of terms such as, "As Spec" or left blank is unacceptable. Failure to provide this information with the offer may result in your offer being deemed non-responsive.

The County at its sole discretion may request additional information in order to assess bidders' responsibility. Failure to supply these documentations may result in the offer being deemed non-responsive.

2.4 PRICE

The initial contract prices resultant from this solicitation shall prevail for a twelve (12) month period from the contract's initial effective date. A pricing adjustment may be upward or downward but shall not be in excess of the Producer Price Index (PPI), commodity code (as updated): Produce Price Index, commodity code 06790302, carbon dioxide.

It is the bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to be considered, the bidder(s) request for adjustment should be submitted 90 calendar days prior to expiration of the then current 12 month period. The bidder(s) adjustment request should not be in excess of the relevant pricing index change.

Any adjustment received after 90 calendar days from the expiration of the then current 12 month period may not be considered. If no adjustment request is received from the bidder, the County will assume that the bidder has agreed that the next 12 month period will be without any upward price adjustment. The County reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the additional 12 month period based on the downward movement of the applicable index.

It shall be further understood that the County reserves the right to reject any price adjustments submitted by the bidder and/or to terminate the contract with the bidders based on such price adjustments. Adjustments to price may affect the primary secondary position.



BID NO.: 8082-0/19

**OPENING: 2:00 P.M.
WEDNESDAY
MAY 1, 2013**

MIAMI-DADE COUNTY, FLORIDA

**I N V I T A T I O N
T O B I D**

TITLE:

LIQUID CARBON DIOXIDE

FOR INFORMATION CONTACT:

Herman Ramsey, hramsey@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

- **READ THIS ENTIRE DOCUMENT, THE GENERAL TERMS AND CONDITIONS, AND HANDLE ALL QUESTIONS IN ACCORDANCE WITH THE TERMS OUTLINED IN PARAGRAPH 1.2(D) OF THE GENERAL TERMS AND CONDITIONS.**
- **FAILURE TO SIGN BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE**

**MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT SERVICES DIVISION**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 8082-0/19

Bid Title: Liquid Carbon Dioxide

Procurement Officer: Herman Ramsey

Bids will be accepted until 2:00 p.m. on May 1, 2013

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY BIDDER RESPONDING TO THIS SOLICITATION.**

**MIAMI-DADE COUNTY
INTERNAL SERVICES DEPARTMENT
PROCUREMENT MANAGEMENT SERVICES DIVISION**

**SECTION 1 GENERAL TERMS AND CONDITIONS
LIQUID CARBON DIOXIDE**

All general terms and conditions of Miami-Dade County Procurement Contracts for Invitations to Bid are posted online. Persons and Companies that receive an award from Miami-Dade County through Miami-Dade County's competitive procurement process must anticipate the inclusion of these requirements in the resultant Contract. These standard general terms and conditions are considered non-negotiable subject to the County's final approval.

All applicable terms and conditions pertaining to this solicitation and resultant contract may be viewed online at the Miami-Dade County Procurement Management website by clicking on the below link:

<http://www.miamidade.gov/procurement/library/general-terms-and-conditions-itb.pdf>

**SECTION 2 SPECIAL CONDITIONS
LIQUID CARBON DIOXIDE****2.1 PURPOSE**

The purpose of this solicitation is to establish a contract to purchase and deliver liquid carbon dioxide in tanker truck loads to the County, on an as-needed basis.

DEFINITIONS

AWWA	American Water Works Association, web site is, www.awwa.org .
ANSI/NSF	American National Standards Institute/National Science Foundation Standard 60 Certificate
PPM	Parts per million
WEF	Water Environmental Federation, web site is, www.wef.org .
WTP	Water Treatment Plant

2.2 TERM OF CONTRACT: FIVE (5) YEARS

The resultant contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Procurement Management Services Division, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for five (5) years and upon completion of the expressed and/or implied warranty periods, and shall expire on the last day of the five (5) year period.

2.3 METHOD OF AWARD

Award(s) will be made to the two (2) lowest priced responsive and responsible bidders for the item listed in Section 4.0. Before a bidder is considered for award all of the qualification criteria listed throughout the solicitation shall be met. While the method of award prescribes the method for determining the lowest responsive and responsible bidder, the County will award this contract to the designated lowest bidder as the primary bidder and will award this contract to the designated second lowest bidder as the secondary bidder respectively. If the County exercises this right, the primary bidder shall have the primary responsibility to initially perform the service and deliver the good identified in this solicitation. If the primary bidder fails to perform, it may be terminated for default and the County shall have the option to seek the identified good from the secondary bidder.

Award to multiple bidders is made for the convenience of the County and does not exempt the primary bidder from fulfilling the contractual obligations. Failure of any bidder to perform in accordance with the terms and conditions of the contract may result in the bidder being deemed in breach of contract. The County may terminate the contract for default and charge the bidder re-procurement costs, if applicable.

Bidders Qualifications: In order to be considered bidders shall provide the following:

- a) Bidders shall be the product manufacturer and/or authorized distributor.

If the bidder is the manufacturer and/or authorized distributors:

**SECTION 2 SPECIAL CONDITIONS
LIQUID CARBON DIOXIDE**

- 1) Provide a current letter (within the last 12 months from bid submission) from the manufacturer, stating that the bidder is an authorized distributor. This letter must be signed and presented on the manufacturers' letterhead with the contact person name and phone number.

Third party bidders (reseller or broker) will not be considered qualified.

- b) Bidders shall provide an American National Standards Institute/National Science Foundation Standard 60 Certification (ANSI/NSF Standard 60 Certification) for Drinking Water Treatment Chemicals.
- c) Bidders shall provide a Certification by the manufacturer of the Carbon Dioxide that the material meets the requirements of American Water Works Association (AWWA) Standard B510-95 and FAC 62-555.
- d) Bidders shall provide a Certification of Analysis supplied by the manufacturer of the material.
- f) Bidders shall provide a Material Safety Data sheets as supplied by the manufacturer.

The liquid carbon dioxide must be clearly identified on the offer submittal page as to the product manufacturer and shipping point, as requested, in order to be eligible for award. Use of terms such as, "As Spec" or left blank is unacceptable. Failure to provide this information with the offer may result in your offer being deemed non-responsive.

The County at its sole discretion may request additional information in order to assess bidders' responsibility. Failure to supply these documentations may result in the offer being deemed non-responsive.

2.4 PRICE

The initial contract prices resultant from this solicitation shall prevail for a twelve (12) month period from the contract's initial effective date. A pricing adjustment may be upward or downward but shall not be in excess of the Producer Price Index (PPI), commodity code (as updated): Produce Price Index, commodity code 0679030, carbon dioxide.

It is the bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to be considered, the bidder(s) request for adjustment should be submitted 90 calendar days prior to expiration of the then current 12 month period. The bidder(s) adjustment request should not be in excess of the relevant pricing index change.

Any adjustment received after 90 calendar days from the expiration of the then current 12 month period may not be considered. If no adjustment request is received from the bidder, the County will assume that the bidder has agreed that the next 12 month period will be without any upward price adjustment. The County reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the additional 12 month period based on the downward movement of the applicable index.

**SECTION 2 SPECIAL CONDITIONS
LIQUID CARBON DIOXIDE**

It shall be further understood that the County reserves the right to reject any price adjustments submitted by the bidder and/or to terminate the contract with the bidders based on such price adjustments. Adjustments to price may affect the primary secondary position.

The bidders' price quoted shall be inclusive of all costs, charges, and fees involved in providing the specified product. Additional charges of any kind added to the invoice submitted by the bidder will be disallowed.

2.5 INDEMNIFICATION AND INSURANCE (This section supersedes the information listed in Section 1, Paragraph 1.21 of the terms and conditions.)

Bidders shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Bidders or its employees, agents, servants, partners principals or subcontractors. Bidders shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Bidders expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Bidders shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Bidders shall furnish to the Internal Services Department, Procurement Management Services Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Policy shall be endorsed to provide Broadened Coverage for Covered Autos – Endorsement CA 9948 (or the equivalent) for the Business Auto, Motor Carrier and Truckers Coverage Forms.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

**SECTION 2 SPECIAL CONDITIONS
LIQUID CARBON DIOXIDE**

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

NOTE: MIAMI-DADE COUNTY BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the bidders of his liability and obligation under this section or under any other section of this agreement.

The bidders shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the bidders shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the bidders to provide the required certificate of insurance within fifteen (15) business days may result in the bidders being deemed non-responsible and the issuance of a new award recommendation.

The bidders shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the bidders. If insurance certificates are scheduled to expire during the contractual period, the bidders shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1, Paragraph 1.24 of the solicitation.

2.6 DELIVERIES

Bidder(s) shall deliver within 48 hours after receipt of an order from the user department. In event that an emergency arises, bidder(s) shall be able to deliver the material within 24 hours from receipt of an order. Deliveries will be accepted five (5) days per week, Monday through Friday between the hours of 7:00 AM to 5:00 PM.

Delivery Location:

John E. Preston Water Treatment Plant
1100 West 2nd Ave
Hialeah, Florida 33010

One (1) 100 ton tanker
One (1) 120 ton tanker

*Please note that the tanker sizes listed for this plant are for informational purposes only. Orders will be placed as needed with no guaranteed quantities.

Hialeah Water Treatment Plant

Two (2) tanks: 50 tons each tanker

**SECTION 2 SPECIAL CONDITIONS
LIQUID CARBON DIOXIDE**

700 West 2nd Ave
Hialeah, Florida 33010

Alexander Orr Water Treatment Plant
6800 SW 87th Ave
Miami, Florida 33173

One (1) 50 ton tanker

*Please note that usage at the above two plant locations is affected by the production of the lime kilns at each plant.

Delivery shall be made by tanker trucks. All trucks used to delivery product to the County shall comply with all Federal, State, and Local regulations covering the transportation of hazardous products. The delivery vehicle must supply all necessary hoses, meters, and pump to accomplish delivery at all designated locations. The tanker truck shall have been clean prior to filling and shall be protected against the introduction of impurities during the filling and delivery process in accordance with Federal Specifications. Each delivery shall be accompanied by a prior to the product being pumped into the tanks.

2.6.1 PACKING SLIP / DELIVERY TICKET / CERTIFICATE OF ANALYSIS

Bidder(s) shall enclose a complete **packing slip / delivery ticket / Certificate of Analysis** with any items to be delivered in conjunction with this bid solicitation. The **packing slip / delivery ticket / Certificate of Analysis** shall be available to the County's authorized representative during delivery. The **packing slip / delivery ticket / Certificate of Analysis** shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

2.6.2 TESTING / NONCONFORMANCE OF PRODUCTS

During the term of the contract, samples of delivered items may be randomly selected and tested for compliance / performance. If it is found that the delivered commodities do not conform to the specifications, the County will notify the bidder of nonconformance within ten (10) calendar days. The County shall then require replacement of the item within 48 hours after notification.

Should the bidder fail to deliver the product within the time frame specified, this may result in the bidder being deemed in breach of contract. The County may terminate the bidder for default and charge the firm re-procurement charges, if applicable.

2.6.3 SECURITY OF DELIVERIES

Bidder(s) shall not disclose any shipping information, e. g. delivery schedules, rail car locations, delivery routes, etc., to any person, company or organization without the written permission of the County. The awarded bidder(s) must seal all shipments made pursuant to this bid and the seal must remain unbroken until the delivery is received at the designated facility. The departments emergency contact information will be provided upon award.

2.7 CONTACT PERSONS

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Herman Ramsey, at email – hramsey@miamidade.gov.

**SECTION 2 SPECIAL CONDITIONS
LIQUID CARBON DIOXIDE****2.8 COMPLIANCE/REGULATIONS****2.8.1 FEDERAL STANDARDS**

All services / items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association.

2.8.2 POLLUTION CONTROL

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the vendor through the Regulatory and Economic Resources (RER), 701 NW 1st Court, Suite 400, Miami, Florida 33136, Telephone (305) 372-6789.

2.8.3 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All bidders performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible bidder. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

2.9 OTHER ITEMS / RENTAL SERVICES

The County has listed all item within this solicitation which is utilized by County departments in conjunction with their operations; there may be similar chemicals and/or additional like equipment that must be purchased or rented by the County during the term of this contract. Under these circumstances, the County will contact the primary bidder to obtain a price quote for the similar chemicals and/or additional like equipment. The County may also obtain price quotes from the secondary bidder, if the price received from the primary is too high, if applicable. If there are multiple bidders on the contract, the County representative may also obtain price quotes from these bidders.

The County reserves the right to award these similar chemicals and/or additional like equipment to the primary contract bidder, another contract bidder based on the lowest price quoted, or to acquire the chemicals and/or additional like equipment through a separate solicitation.

**SECTION 3 TECHNICAL SPECIFICATIONS
LIQUID CARBON DIOXIDE****3.1 SCOPE OF WORK**

The purpose of this solicitation is to award a contract to purchase and deliver liquid carbon dioxide in tanker truck loads to the County. This product is used in re-carbonation and pH adjustment in water supply service.

3.2 LIQUID CARBON DIOXIDE REQUIREMENTS

Carbon dioxide suitable for use in the treatment of potable water shall have a carbon dioxide content of at least 99.5 percent by weight. The product supplied shall contain no soluble inorganic or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming the water, or otherwise render the water unfit for public use. It shall not impart to the water any contaminants that would cause the established drinking water standards to be exceeded.

The carbon dioxide supplied by the bidder shall meet the following requirements:

- A. Water content, of the liquid carbon dioxide shall not exceed 120 ppm at the time of delivery
- B. Nonvolatile residues of the carbon dioxide shall not exceed 10 ppm at time of delivery.
- C. Total sulfides shall not exceed 0.5ppm as hydrogen sulfide.

The carbon dioxide shall comply with all requirements and specifications given in the latest editions of: Standard Methods for the Examination of Water and Wastewater, American Water Works Association (AWWA) and Water Environmental Federation (WEF), Washington, DC, and American National Standards Institute/National Science Foundation (ANSI/NSF) AWWA B510-95.

3.3 TRAINING

The bidder shall provide at no additional cost to the County annual carbon dioxide safety training and site inspections as required by the department.

**SECTION 4 BID SUBMITTAL FORM
LIQUID CARBON DIOXIDE**

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
WEDNESDAY
May 1, 2013



**PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES,
DELIVERED IN MIAMI-DADE COUNTY, FLORIDA.**

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued
by: hlr

ISD/PMS

Date Issued:
01/18/2013

This Bid Submittal Consists of
Pages 8 through 12+Affidavits

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**Title:
LIQUID CARBON DIOXIDE**

A Bid Deposit in the amount of **NA** the total amount of the bid shall accompany all bids.

A Performance Bond in the amount of **NA** the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County.

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 190-36, 906-16,180, 885, 885-78	
Procurement Contracting Officer: Herman Ramsey	

FIRM NAME _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS.


FAILURE TO SIGN THE BID SUBMITTAL FORM IN SECTION 4 WILL RENDER YOUR BID NON-RESPONSIVE.

SECTION 4
BID SUBMITTAL FOR:
LIQUID CARBON DIOXIDE

FIRM NAME: _____

Item No.	Item Description	Est. five year Quantity/Measures	Unit Price
1	Liquid Carbon Dioxide as required in paragraph 3.2	45,450 / tons	\$_____/per ton

The space provided below shall be filled in with the requested information. Failure to provide this information with the offer may result in the bidder offer being deemed non-responsive.

QUALIFYING CRITERIA 	PRODUCT
	Liquid Carbon Dioxide (CO2)
Product Manufacturer:	
Shipping Point:	
Authorization Letter:	
Material Safety Data Sheets:	
Certification of Analysis:	
ANSI/NSF Standard 60 Certification:	

**SECTION 4
BID SUBMITTAL FOR:
LIQUID CARBON DIOXIDE
ACKNOWLEDGEMENT OF ADDENDA**

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

TITLE OF OFFICER: _____

**Bid Title:** Liquid Carbon Dioxide

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information at the time of bid or proposal submission.

☐ Place a check mark here only if bidder has such conviction to disclose.

By executing this proposal through a duly authorized representative, the proposer certifies that the proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, as those terms are used and defined in sections 287.135 and 215.473 of the Florida Statutes. In the event that the proposer is unable to provide such certification but still seeks to be considered for award of this solicitation, the proposer shall execute the proposal through a duly authorized representative and shall also initial this space: _____. In such event, the proposer shall furnish together with its proposal a duly executed written explanation of the facts supporting any exception to the requirement for certification that it claims under Section 287.135 of the Florida Statutes. The proposer agrees to cooperate fully with the County in any investigation undertaken by the County to determine whether the claimed exception would be applicable. The County shall have the right to terminate any contract resulting from this solicitation for default if the proposer is found to have submitted a false certification or to have been placed on the Scrutinized Companies for Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

☐ Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for Local Preference.

LOCALLY-HEADQUARTERED BUSINESS CERTIFICATION: For the purpose of this certification, a "locally-headquartered business" is a Local Business whose "principal place of business" is in Miami-Dade County, as defined in Section 1.10 of the General Terms and Conditions of this solicitation.

☐ Place a check mark here only if affirming bidder meets requirements for the Locally-Headquartered Preference (LHP). Failure to complete this certification at this time (by checking the box above) may render the vendor ineligible for the LHP. The address of the locally-headquartered office is _____.



LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

☐ Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Bidder participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?

Yes _____ No _____

- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?

Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ FEIN No. __/__/__-__/_/_/_/_/_/_

Prompt Payment Terms: ____% ____ days net ____ days (Please see paragraph 1.2 H of General Terms and Conditions)

Signature: _____ (Signature of authorized agent)

***"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract."**

Print Name: _____ Title: _____

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.



APPENDIX

AFFIDAVITS **FORMAL BIDS**



Miami-Dade County
Internal Services Department
Procurement Management Division
Affirmation of Vendor Affidavits

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

Contract No. : _____ **Federal Employer Identification Number (FEIN):** _____

Contract Title: _____

Affidavits and Legislation/ Governing Body

1. Miami-Dade County Ownership Disclosure Sec. 2-8.1 of the County Code	6. Miami-Dade County Vendor Obligation to County Section 2-8.1 of the County Code
2. Miami-Dade County Employment Disclosure County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code	7. Miami-Dade County Code of Business Ethics Article 1, Section 2-8.1(f) and 2-11(b)(1) of the County Code through (d) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code
3. Miami-Dade County Employment Drug-free Workplace Certification Section 2-8.1.2(b) of the County Code	8. Miami-Dade County Family Leave Article V of Chapter 11 of the County Code
4. Miami-Dade County Disability Non-Discrimination Article 1, Section 2-8.1.5 Resolution R162-00 amending R-385-95	9. Miami-Dade County Living Wage Section 2-8.9 of the County Code
5. Miami-Dade County Debarment Disclosure Section 10.38 of the County Code	10. Miami-Dade County Domestic Leave and Reporting Article 8, Section 11A-60 11A-67 of the County Code

_____ Printed Name of Affiant	_____ Printed Title of Affiant	_____ Signature of Affiant
_____ Name of Firm		_____ Date
_____ Address of Firm	_____ State	_____ Zip Code

Notary Public Information

Notary Public – State of _____ County of _____

Subscribed and sworn to (or affirmed) before me this _____ day of, _____ 20 _____.

by _____ He or she is personally known to me ☐ or has produced Identification ☐

Type of identification produced _____

_____ Signature of Notary Public	_____ Serial Number
-------------------------------------	------------------------

_____ Print or Stamp of Notary Public	_____ Expiration Date	_____ Notary Public Seal
--	--------------------------	-----------------------------

FAIR SUBCONTRACTING PRACTICES

(Ordinance 97-35)

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

[illegible]

☐ NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature _____

Date _____

SUBCONTRACTOR/SUPPLIER LISTING
(Miami-Dade County Code Sections 2-8.1, 2-8.8 and 10-34)

Firm Name of Prime Contractor/Respondent _____ FEIN # _____
 Project/Contract Number _____

In accordance with Sections 2-8.1, 2-8.8 and 10.34 of the Miami-Dade County Code, this form must be submitted as a condition of award by all bidders/respondents on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders/respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. The bidder/respondent who is awarded this bid/contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County. The bidder/respondent should enter the word "NONE" under the appropriate heading of this form if no subcontractors or suppliers will be used on the contract and sign the form below.

In accordance with Ordinance No. 11-90, an entity contracting with the County shall report the race, gender and ethnic origin of the owners and employees of all first tier subcontractors/suppliers. In the event that the successful bidder demonstrates to the County prior to award that the race, gender, and ethnic information is not reasonably available at that time, the successful bidder shall be obligated to exercise diligent efforts to obtain that information and provide the same to the County not later than ten (10) days after it becomes available and, in any event, prior to final payment under the contract.

(Please duplicate this form if additional space is needed.)

Business Name and Address of First Tier Subcontractor/ Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/ Subconsultant	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			Gender		Race/Ethnicity						Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Na tive Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Na tive Alaskan	Other	

Business Name and Address of First Tier Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	Principal Owner (Enter the number of male and female owners by race/ethnicity)								Employee(s) (Enter the number of male and female employees and the number of employees by race/ethnicity)								
			Gender		Race/Ethnicity						Gender		Race/Ethnicity						
			M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Na tive Alaskan	Other	M	F	White	Black	Hispanic	Asian/Pacific Islander	Native American/Na tive Alaskan	Other	

☐ Mark here if race, gender and ethnicity information is not available and will be provided at a later date. This data may be submitted to Contracting/User department or on-line to the Small Business Development Division of the Regulatory and Economic Resources Department at <http://new.miamidade.gov/business/business-development.asp>.

I certify that the representations contained in this Subcontractor/Supplier listing are to the best of my knowledge true and accurate.

Signature of Bidder/Respondent _____

Print Name _____

Print Title _____

Date _____

SUB 100 Rev. 6/12